EXHIBIT 2

Earl's Requests for Production

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re:

Chapter 11

CAESARS ENTERTAINMENT OPERATING COMPANY, INC., et al.,

Case No. 15-01145 (ABG)

Jointly Administered

Debtors.

EARL OF SANDWICH'S FIRST SET OF REQUESTS FOR PRODUCTION

Earl of Sandwich (Atlantic City), LLC ("<u>Earl</u>") requests that Whitebox (defined below) produce the documents described below to Earl's undersigned counsel, within thirty days of service hereof.

DEFINITIONS

"A&R Agreement" means the Assignment and Release Agreement between Whitebox and Cowen, dated as of June 19, 2017, referenced in Exhibit 1 to the Transfer Notice.

"Claim" refers to Claim No. 5858, filed by Earl.

"Communication" means the transmittal of information, in the form of facts, ideas, inquiries, or otherwise, including by e-mail.

"Cowen" means Cowen Special Investments LLC and its affiliates, members, officers, employees, and legal representatives.

"Cowen-Avallone E-mails" means the e-mails between Cowen and Thomas Avallone, from January and February 2017, attached as Exhibit A to the Declaration of Bryan Seyfried, attached to the Transfer Notice.

"<u>Defective Transfer Notice</u>" means the Transfer of Claim Other than For Security, filed by Whitebox on September 26, 2017 [ECF No. 7409].

"Documents" shall have the broadest meaning ascribed to it by Rule 34(a)(1)(A).

"Prime Clerk" refers to Prime Clerk LLC, its affiliates, and their respective officers and employees.

"Trade Confirm" means the trade confirmation sent by Cowen to Whitebox, attached as Exhibit B to the Declaration of Bryan Seyfried, attached to the Transfer Notice.

"<u>Transfer Notice</u>" means the Transfer of Claim Other than For Security, filed by Whitebox on October 5, 2017 [ECF No. 7471].

The terms "Whitebox" and "You" refer to Whitebox Advisors LLC and its affiliates, members, officers, employees, and legal representatives.

DOCUMENT REQUESTS

- 1. A copy of the purported contract between Earl and Cowen for the transfer of the Claim.
 - 2. All Documents concerning any of the Cowen-Avallone E-mails.
 - 3. All Documents concerning the Trade Confirm.
- 4. All Documents concerning the A&R Agreement, including an executed version thereof.
 - 5. All Documents concerning the Claim.
- 6. All Communications exchanged between You and Cowen concerning any of the Cowen-Avallone E-mails.
- 7. All Communications exchanged between You and Cowen concerning the Trade Confirm.
- 8. All Communications exchanged between You and Cowen concerning the A&R Agreement.
 - 9. All Communications exchanged between You and Cowen concerning the Claim.

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- 10. All Communications exchanged between Cowen and any third party concerning any of the Cowen-Avallone E-mails.
- 11. All Communications exchanged between Cowen and any third party concerning the Trade Confirm.
- 12. All Communications exchanged between Cowen and any third party concerning the A&R Agreement.
- 13. All Communications exchanged between Cowen and any third party concerning the Claim.
- 14. All Communications exchanged between You and Bradly Schwab concerning any of the Cowen-Avallone E-mails.
- 15. All Communications exchanged between You and Bradly Schwab concerning the Trade Confirm.
- 16. All Communications exchanged between You and Bradly Schwab concerning the A&R Agreement.
- 17. All Communications exchanged between You and Bradly Schwab concerning the Claim.
- 18. All Communications exchanged between You and Prime Clerk concerning the Transfer Notice.
- 19. All Communications exchanged between You and Prime Clerk concerning the Defective Transfer Notice.
- 20. All Communications exchanged between You and Prime Clerk concerning the Claim.
- 21. All Communications exchanged between Earl and any third party concerning the Claim.

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22. All Communications exchanged between You and Triax Capital Advisors concerning Earl or the Claim.

Dated: November 17, 2017

Earl of Sandwich (Atlantic City), LLC

By: /s/ Jeffrey Chubak

Jeffrey Chubak (admitted *pro hac vice*)

STORCH AMINI PC

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AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Niki Iskarpatyoti, being duly sworn, deposes and says:

Deponent is not a party to the action, is over 18 years of age and resides in New York, New York.

On November 17, 2017, deponent served a true and correct copy of the within EARL OF SANDWICH'S FIRST SET OF REQUESTS FOR PRODUCTION upon:

Ayanna Lewis-Gruss Orrick, Herrington & Sutcliffe LLP 51 West 52nd Street New York, New York 10019

by personally hand delivering the same at the above address designated by said attorneys for such purpose.

Niki Iskarpatyoti

Notary Public

LAINIE ASCH
Notary Public, State of New York
No. 01AS4972501
Qualified in New York County
Commission Expires November 22, 2018